

Amendment Number 6
to
Contract Number DIR-SDD-1364
between
the State of Texas, acting by and through the Department of Information Resources
and
Hewlett-Packard Company

This Amendment Number 6 to Contract Number DIR-SDD-1364 ("Contract") is between the Department of Information Resources ("DIR") and Hewlett-Packard Company ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2, Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract through May 5, 2013, or until terminated pursuant to the termination clauses contained in the Contract. Prior to the expiration of this term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal period.

2. **Contract, Section 5, DIR Administrative Fee, A)**, is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is thirty-five one hundredths of one percent (.35%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000.00 shall be \$350.00. The effective date for this administrative fee shall be June 1, 2011.

3. **Contract, Section 6, Notification**, is hereby restated in its entirety as follows:

If sent to the State:

Dan Contreras, ICT Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: dan.contreras@dir.texas.gov

If sent to the Vendor:

Public Sector Legal Counsel
Hewlett-Packard Company
5400 Legacy Drive
Plano, Texas 75024
Facsimile: (972) 605-3491

With a copy to:

Kirk Klaas, Esq.
Public Sector Contracts Negotiator
Hewlett-Packard Company
Phone: (425) 495-5997
Facsimile: (425) 297-4674
Email: kirk.klaas@hp.com

4. **Contract, Section 10, Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts**, is hereby revised to include the following:
 - V. All references to GoDirect.Sales@dir.state.tx.us are hereby revised and replaced with ICT.Sales@dir.texas.gov.
5. **Appendix A, Section 8, Contract Administration, C. Records and Audit, Paragraph 3)**, is hereby restated as follows:
 - 3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt. The confidentiality provisions of Contract Section 8.E. shall apply to Vendor's confidential, proprietary, and/or trade secret information that may be accessed as part of an audit or compliance check.
6. **Appendix A, Section 9, Vendor Responsibilities, C. Vendor Certifications**, is hereby amended to include (xvi) to the Contract as follows:
 - ; and, (xvi) Vendor certifies that it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures.
7. **Appendix A, Section 9, Vendor Responsibilities, G. Responsibility for Actions, Paragraph 2)**, is hereby restated in its entirety as follows:
 - 2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Section 9.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.
8. **Appendix A, Section 9, Vendor Responsibilities, P. Immigration**, is hereby restated in its entirety as follows:
 - P. Immigration**

Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

Nothing herein is intended to exclude compliance by Vendor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

9. **Appendix A, Section 9, Vendor Responsibilities, R. Substitutions**, is hereby re-titled **R. Product and/or Services Substitutions**

10. **Appendix A, Section 9, Vendor Responsibilities, S. Secure Erasure of Hard Disk Products and/or Services**, is hereby added to the Contract as follows:

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

11. **Appendix A, Section 10, Contract Enforcement, B. Termination, 1) Termination for Non-Appropriation**, is hereby restated in its entirety as follows:

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

12. **Appendix A, Section 10, Contract Enforcement, B. Termination, 4) Termination for Cause, Paragraph b) Purchase Order**, is hereby restated in its entirety as follows:

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

13. **Contract, Appendix C – Pricing and Products Index** is hereby replaced in its entirety with Appendix C – Pricing and Product Index dated June 29, 2011 as attached to this Amendment Number 6.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be this Amendment 6, Amendment 5, Amendment Number 4, Amendment Number 3, Amendment Number 2, Amendment Number 1, and finally the Contract.

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events no later than July 2, 2011.

Hewlett-Packard Company

By: /Signature on File/

Name: Judith M. Alexander, Esq.

Title: Public Sector Contracts Negotiator

Date: 06/30/11

The State of Texas, acting by and through the Department of Information Resources

By: /Signature on File/

Name: Cindy Reed

Title: Deputy Executive Director, Operations & Statewide Technology Sourcing

Date: 07/11/11

Legal: /Signature on File/ 07/08/11